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Counsel for E. Lynn Schoenmann,
Chapter 7 Trustee

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

In re:

PETER R. FADER
dba Urchin Capital Partners
dba Urchin Partners LLC,

Debtor.

Case No.: 08-30119-DM

Chapter 7

**DECLARATION OF MIRIAM
MANNING IN SUPPORT OF
TRUSTEE'S OBJECTION TO CLAIM
NO. 17 BY MARYON D. LEWIS**

Hearing Date:

Date: November 17, 2023

Time: 1:30 PM

Place: Telephonically/Videoconference

Judge: Honorable Dennis Montali

Response Deadline: November 3, 2023

I, Miriam Manning, declare as follows:

1. I am an attorney in the law firm of Pachulski Stang Ziehl & Jones LLP. Our office represents E. Lynn Schoenmann, the trustee ("Trustee") of the chapter 7 case of Peter R. Fader ("Debtor").

2. I submit this declaration in support of the *Trustee's Objection to Claim No. 17 by Maryon D. Lewis*. I have personal knowledge of the facts set forth herein and, if called as a witness, I would and could competently testify thereto.

A. The Debtor's Bankruptcy Filing.

3. On January 26, 2008, the Debtor, aka Urchin Capital Partners and Urchin Partners LLC, filed a voluntary chapter 7 petition in this Court. The Debtor received a discharge and the bankruptcy case was subsequently closed in 2010.

4. Maryon D. Lewis ("Claimant") was not listed on the Debtor's initial bankruptcy schedules filed on January 26, 2008 or on the amended schedule F filed on March 31, 2008. [Dkts 1 and 16].

5. On July 14, 2019, the Debtor filed an application to reopen his bankruptcy case to disclose claims based on an oral agreement that was previously omitted from his bankruptcy schedules and to enable the Trustee to determine whether such previously omitted claims constitute property of the estate that can be administered by the Trustee.

6. On September 13, 2019, the United States Trustee appointed E. Lynn Schoenmann as the Chapter 7 trustee of the Debtor's case. On September 15, 2019 the Debtor's bankruptcy case was reopened.

B. Proof of Claim and Communications with Claimant's Son, Ralph D. Lewis.

7. Attached hereto as **Exhibit A** is a true and correct copy of the Claim filed by Claimant, through her son, Ralph D. Lewis, in the amount of \$100,000 for 'money loaned' (the "Claim"). No documents or other information was attached to the Claim.

8. In response to my request for additional information and documentation substantiating the Claim, on June 11, 2023, Mr. Lewis advised me¹ that the Claim related to his mother's purchase of stock in a company called Coupons, Inc. for which she paid \$50,000 ("Transfer"). On June 12, 2023, Mr. Lewis forwarded a letter to me and documents relating to his claim (No. 16) and to his mother's Claim (No. 17). With respect to the stock purchase, Mr. Lewis attached an account statement from Whittier Trust in the name of Maryon D. Lewis Rev TR – WTC Agent which identified a \$50,000 transfer on July 8, 2003 to "Amy Edelen Fader" for the "Purchase of 10,000 shares of Coupons Inc. for Maryon Davies Lewis." Mr. Lewis acknowledges that his

¹ Mr. Lewis also advised that he had a durable power of attorney to act on his mother's behalf and provided such document which is part of Exhibit B attached to this declaration.

1 mother was never provided with a stock certificate evidencing her equity interest in Coupons, Inc.
2 Attached hereto as **Exhibit B** is a true and correct copy of the letter from Mr. Lewis, dated June 11,
3 2023 and various documents including the account statement from Whittier Trust.

4 9. On August 9, 2023, I advised Mr. Lewis that there was no evidence to support a claim
5 greater than \$50,000 and requested that he file an amended claim in the reduced amount of \$50,000
6 to avoid our office from having to file an objection to the Claim.

7 10. On August 14, 2023 Mr. Lewis emailed to me a new proof of claim for \$50,000.
8 Attached hereto as **Exhibit C** is a true and correct copy of the email and proof of claim.

9 11. However, because there were several errors with the new proof of claim which I
10 believed could have created some confusion in the clerk's office, I requested that Mr. Lewis correct
11 those errors and file a revised claim for \$50,000.

12 12. On September 26, 2023, Mr. Lewis advised that his mother had passed away and that
13 he was not inclined to follow through with filing the amended claim. Attached hereto as **Exhibit D**
14 is a true and correct copy of the September 26, 2023 communication.

15 13. On October 6 and 11, 2023, the Debtor represented under penalty of perjury that he
16 and his wife, Ms. Edelen Fader, held a joint bank account, that she held the shares in Coupons, Inc.
17 which were to be transferred to Ms. Lewis, and that the stock purchase was never completed.
18 Attached hereto as **Exhibit E** is a true and correct copy of the declarations from the Debtor.

19 14. No previous request for the relief sought in the Objection has been made by the
20 Trustee.

21 I declare under penalty of perjury that the foregoing is true and correct. Executed on
22 October 12, 2023 at Ross, California.

23 /s/ Miriam Manning

24 Miriam Manning

EXHIBIT A

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Fill in this information to identify the case:Debtor 1 Peter Fader

Debtor 2

(Spouse, if filing)

United States Bankruptcy Court California Northern Bankruptcy CourtCase number: 08-30119

FILED

U.S. Bankruptcy Court
California Northern Bankruptcy Court

12/9/2019

Edward J. Emmons, Clerk

**Official Form 410
Proof of Claim**

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Maryon D. Lewis</u> Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor <u>Ralph D Lewis</u>	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? <u>Maryon D. Lewis</u> Name <u>Ralph Lewis</u> <u>216 Ortega Ridge Road</u> <u>United States</u> <u>Montecito, CA 93108-9310</u> Contact phone <u>805 705 9976</u> Contact email <u>rdl380@gmail.com</u> Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	Where should payments to the creditor be sent? (if different) _____ Name _____ Contact phone _____ Contact email _____
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ <div style="text-align: right;">MM / DD / YYYY</div>	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Official Form 410

Proof of Claim

page 1

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?	<div><input checked="" type="checkbox"/> No</div> <div><input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____</div>
7. How much is the claim?	<div><div>\$ 100000.00</div><div>Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).</div></div>
8. What is the basis of the claim?	<div>Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as healthcare information.</div> <div>money Loaned</div>
9. Is all or part of the claim secured?	<div><input checked="" type="checkbox"/> No</div> <div><input type="checkbox"/> Yes. The claim is secured by a lien on property. Nature of property: <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i>. <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____</div> <div>Basis for perfection: _____</div> <div>Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)</div> <div>Value of property: \$ _____</div> <div>Amount of the claim that is secured: \$ _____</div> <div>Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)</div> <div>Amount necessary to cure any default as of the date of the petition: \$ _____</div> <div>Annual Interest Rate (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable</div>
10. Is this claim based on a lease?	<div><input checked="" type="checkbox"/> No</div> <div><input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____</div>
11. Is this claim subject to a right of setoff?	<div><input checked="" type="checkbox"/> No</div> <div><input type="checkbox"/> Yes. Identify the property: _____</div>

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. <i>Check all that apply.</i>	Amount entitled to priority
A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.	<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
	<input type="checkbox"/> Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
	<input type="checkbox"/> Wages, salaries, or commissions (up to \$13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
	<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
	<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
	<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)() that applies	\$ _____
* Amounts are subject to adjustment on 4/1/22 and every 3 years after that for cases begun on or after the date of adjustment.		

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157 and 3571.

Check the appropriate box:

- ☐ I am the creditor.
☒ I am the creditor's attorney or authorized agent.
☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this Proof of Claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 12/9/2019
MM / DD / YYYY

/s/ Ralph Davies Lewis
Signature

Print the name of the person who is completing and signing this claim:

Name Ralph Davies Lewis
First name Middle name Last name

Title _____

Company _____

Address Identify the corporate servicer as the company if the authorized agent is a servicer

216 Ortega Ridge Road

Number Street

Montecito, CA 93108

City State ZIP Code

Contact phone 8057059976 Email rdl380@gmail.com

EXHIBIT B

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RALPH DAVIES LEWIS

Miriam Manning
Pachulski, Stang, Ziehl & Jones
Fader Claim No 16 & 17
Ralph Davies Lewis
Maryon Davies Lewis

June 11th 2023

Peter Fader and I have been very good friends for the last twenty six years. Peter introduced me to Institutional Sales at Cruttenden Roth in 1996 where we worked together until we were hired by Van Kasper in 1997, he was my boss.

1999 Van Kasper was bought by First Security and then First Security was bought by Wells Fargo in 2000...Peter and I then went to other firms....In 2000 my family house in Tahoe was sold and I had an equity event and Peter was trying to put a downpayment on a house and needed 150,000....I loaned him that amount (by check in the summer of 2000) and made him sign an IOU to record the event. In July of 2003 he needed money to sell his house and pay attorneys as well as a mountain of bills that had been building up. In aggregate I put in an additional 75,000 so that he could fix up their house on Scott street with hope of selling it and after paying off the mortgage, there would be some equity left for me ...which was a dream that never happened.

Peter then sold stock of his coupons around the same time in 2003....I bought some shares and received certificates and my mother bought shares as well (same quantity and price, as evidenced by the Whittier Trust printout as a wire to Golden Gate Bank 7/8/03) but never received the certificates....when coupons went public the stock had more than doubled Maryon original investment of 50,000 dollars was worth over 100,000 as evidenced by the Whittier Trust accounting and communication between the parties....I am also taking care of my mother finances as she has dementia and I have a DPOA to act as a conservator/ Co- Trustee of her estate.(To follow)

Best regards-



Ralph D Lewis
652 Park Lane
Montecito CA 93108

From: "Ralph Lewis" <rlewis@presidioca.com>
To: "Greg Custer" <GCuster@whittiertrust.com>
Date: 5/16/2007 2:49:14 PM
Subject: RE: Coupons Inc looks like it is rolling up everything initspath...to become acquired

If we don't hear from the convict in a week...I will hire a lawyer and go after him legally...

Ralph D. Lewis
Institutional Sales
Presidio Capital Advisors
101 California Street #1200
San Francisco, CA 94111
tel (415) 449- 1030
fax (415) 449- 1099
wat (866) 449- 1020

6/18

☐ CONF
☒ INV.
☐ INS.
☐ FAX

-----Original Message-----

From: Greg Custer [mailto:GCuster@whittiertrust.com]
Sent: Wednesday, May 16, 2007 10:59 AM
To: Ralph Lewis
Subject: RE: Coupons Inc looks like it is rolling up everything
init's path...to become acquired

i will place a call...

Greg Custer, CTFA
Vice President
Whittier Trust Company
626-441-5111
626-441-0420 fax

>>> "Ralph Lewis" <rlewis@presidioca.com> 5/16/2007 11:48 AM >>>
Here is his direct line 415 869- 3755 and if he doesn't answer that
his
cell phone is 415 999- 8181 his email address is:
peter@urchinpartners.com

He travels to NYC often...but he should return phone calls...

Ralph D. Lewis
Institutional Sales
Presidio Capital Advisors
101 California Street #1200
San Francisco, CA 94111
tel (415) 449- 1030
fax (415) 449- 1099
wat (866) 449- 1020

-----Original Message-----

From: Greg Custer [mailto:GCuster@whittiertrust.com]
Sent: Wednesday, May 16, 2007 9:35 AM



WHITTIER TRUST COMPANY
Investment & Wealth Management

Certified Article Number

7160 3901 9848 8115 6203

SENDERS RECORD

May 1, 2007

CERTIFIED MAIL

Mr. Peter Fader
Managing Member
Urchin Capital Partners
655 Montgomery Street #900
San Francisco, CA 94111

FILING #
☐ DOC ☐ COR
☐ DIR ☐ INV.
☐ FEE ☐ INS.
☐ NOTE ☐ TAX
☐ MISC:

RE: Lewis

email sent 5/17/07

Dear Mr. Fader:

It has been brought to my attention that we are due an original certificate for Mrs. Maryon Davies Lewis' interest in Coupon Inc. This stems from an original purchase of 100,000 shares in 2003.

Please immediately issue a certificate in the name of Mrs. Maryon Davies Lewis Revocable Trust, c/o Whittier Trust Company. The certificate can be sent to the address on this letterhead. We anticipate receiving this by May 16th.




Thank you for your help in this matter. Please feel free to contact me at 626-441-5111 if you should have any questions.

Regards,


Greg E. Custer, C.T.F.A.
Vice President
Client Administration

GEC:cb

415 - 869-6750 3750

2. Article Number		COMPLETE THIS SECTION ON DELIVERY	
 7160 3901 9848 8115 6203		A. Received by (Please Print Clearly)	B. Date of Delivery
		C. Signature 	
3. Service Type CERTIFIED MAIL		<input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes		<input type="checkbox"/> Yes <input type="checkbox"/> No	
1. Article Addressed to:		D. Is delivery address different from item 1? If YES, enter delivery address below:	
Mr. Peter Fader Managing Member Urchin Capital Partners 655 Montgomery Street #900 San Francisco CA 94111		Reference Information Lewis Greg Custer	
			
PS Form 3811, July 2001		Domestic Return Receipt	

UNITED STATES POSTAL SERVICE		First-Class Mail Postage & Fees Paid USPS Permit No. G-10
● PRINT YOUR NAME, ADDRESS AND ZIP CODE BELOW ●		
 WHITTIER TRUST COMPANY 1600 HUNTINGTON DRIVE SOUTH PASADENA CA 91030-4709		



WHITTIER TRUST COMPANY
Investment & Wealth Management

July 19, 2007

Mr. Peter Fader
Managing Member
Urchin Capital Partners
655 Montgomery Street #900
San Francisco, CA 94111

FILING #
☐ DOC ☐ COR
☐ DIR ☐ INV.
☐ FEE ☐ INS.
☐ NOTE ☐ TAX
☐ MISC:

RE: Lewis

Dear Mr. Fader:

Thank you for your response to our May 1, 2007 letter and the follow up regarding the additional information requested for the purpose of issuing the certificates. As of this date we have not received the certificates as indicated.

To recap the circumstances, it has been brought to my attention that we are due an original certificate for Mrs. Maryon Davies Lewis' interest in Coupon Inc. This stems from an original purchase of 100,000 shares in 2003.

Please immediately issue a certificate in the name of Mrs. Maryon Davies Lewis Revocable Trust, c/o Whittier Trust Company. The certificate can be sent to the address on this letterhead. We anticipate receiving this by August 1, 2007.

Thank you for your help in this matter. Please feel free to contact me at 626-441-5111 if you should have any questions.

Regards,


Greg E. Custer, C.T.F.A.
Vice President
Client Administration

called 7/23
call him 7/25

GEC:cb

cc: Ralph Lewis

For the Account of: MARYON D. LEWIS REV TR - WTC AGENT

Account Number: 50 00 6188 1F 8

Date: From JANUARY 1, 2003 through DECEMBER 31, 2003

THE WHITTIER TRUST COMPANY

Statement of Transactions

Date		Income Cash	Principal Cash	Investment Cost Basis
01/17/03	WIRE DISTRIBUTION TO WELLS FARGO BANK C/A #4600076178 N/O THE AMERICAN FUNDS FOR FURTHER CREDIT TO A/C #64225265 FUND #39 TAX EXEMPT MONEY FUND OF AMERICA N/O MARYON LEWIS FBO RALPH		-50,000.00	
02/04/03	WIRE DISTRIBUTION TO WELLS FARGO BANK C/A #0001-385004 N/O MARYON DAVIES LEWIS	-65,000.00		
03/07/03	WIRE DISTRIBUTION TO WELLS FARGO BANK C/A #0001-385004 N/O MARYON DAVIES LEWIS	-82,000.00		
04/07/03	WIRE DISTRIBUTION TO WELLS FARGO BANK C/A #0001-385004 N/O MARYON DAVIES LEWIS	-48,000.00		
05/05/03	WIRE DISTRIBUTION TO WELLS FARGO BANK C/A #0001-385004 N/O MARYON DAVIES LEWIS		-50,000.00	
06/02/03	WIRE DISTRIBUTION TO WELLS FARGO BANK C/A #0001-385004 N/O MARYON DAVIES LEWIS	-70,000.00		
07/07/03	WIRE DISTRIBUTION TO WELLS FARGO BANK C/A #0001-385004 N/O MARYON DAVIES LEWIS	-70,000.00		
07/07/03	WIRE DISTRIBUTION TO WELLS FARGO BANK C/A # 4600076178 N/O THE AMERICAN FUNDS FOR FURTHER CREDIT TO A/C #64191096 FUND #39 TAX EXEMPT MONEY FUND OF AMERICA N/O MARYON LEWIS FBO TOM & LUCY		-20,000.00	
07/08/03	WIRE DISTRIBUTION TO GOLDEN GATE BANK C/A 002 360 967 N/O AMY EDELEN FADER PURCHASE OF 10,000 SHARES OF COUPONS INC. FOR MARYON DAVIES LEWIS		-50,000.00	
07/29/03	WIRE DISTRIBUTION TO WELLS FARGO BANK C/A #0001-385004 N/O MARYON DAVIES LEWIS	-30,000.00		

6188
FILING #
☒ DOC
☐ DIR
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☐ NOTE
☐ COR
☐ INV.
☐ INS.
☐ TAX

**RESTATEMENT OF THE
MARYON DAVIES LEWIS TRUST
DATED JULY 19, 1991
JULY 11, 2006**

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**RESTATEMENT OF THE
MARYON DAVIES LEWIS TRUST
DATED JULY 19, 1991**

ARTICLE I

**DECLARATIONS REGARDING ESTABLISHMENT OF TRUST,
APPOINTMENT OF TRUSTEES, AND
POWERS OF REVOCATION AND AMENDMENT**

1.1 Declarations Regarding Establishment of Trust and Appointment of Trustees. I, MARYON DAVIES LEWIS, a resident of the City and County of San Francisco, State of California (sometimes referred to as the "Trustor"), declare that I established a trust for my primary benefit, as Trustor and Trustee, under that certain declaration of trust dated July 19, 1991. I last amended the trust instrument by restating it in its entirety on July 25, 2005, reserving to myself under Section 1.4 on page 2 of the restated trust instrument the powers to revoke and amend the trust during my lifetime, by written notice delivered to the Trustee. I hereby again amend my said trust instrument by again restating it in its entirety as provided in this instrument, and I transfer and deliver to myself, as trustee, all property now owned by me, and I declare that all property now or hereafter owned by me shall be deemed to be owned by me as trustee of this trust; provided, however, that no such property shall be deemed transferred to this trust if such transfer is prohibited by law or by any agreement to which we are subject or if such transfer would adversely affect any interest we have in such property. All property subject to this trust instrument (the "Trust Estate") shall be administered as provided below.

1.2 Successor Trustees. If I fail to qualify or cease to act as the trustee of any trust established under this instrument, I appoint the following persons to act as successor trustee in the order named:

LUCY LEWIS DREYER and RALPH DAVIES LEWIS as cotrustees;

LUCY LEWIS DREYER or RALPH DAVIES LEWIS as sole trustee;

WHITTIER TRUST COMPANY;

The person(s) designated in an instrument in writing by the last person to act as trustee of any such trust;

Notwithstanding the foregoing, (a) I appoint VIRGINIA GATES LEWIS as the Trustee of the trust established under Section 4.7, below, of which she is the Primary Beneficiary, and if she fails to qualify or ceases to act as the trustee of such trust, the trustee shall be the corporate trustee designated in writing by her, and if no corporate trustee has been designated, I appoint WHITTIER TRUST COMPANY as trustee; (b) I appoint each of My Children as the trustee of the separate trust established for his or her benefit under Section 4.4, below, and if he or she fails


suspend the absolute ownership or power of alienation of such property, for a period ascertainable without regard to the date of the creation of the first power.

ARTICLE IX

EXECUTION

9.1 **Execution.** I, MARYON DAVIES LEWIS, certify that I have read the foregoing trust instrument and that it correctly states the terms and conditions under which the Trust Estate is to be held, managed, and disposed of by the Trustee. I, as Trustor, approve the trust instrument in all particulars and request that the Trustee execute it. I, as Trustee, approve and accept the trust provided for in the trust instrument.

IN WITNESS WHEREOF, I have executed this Restatement of the Maryon Davies Lewis Trust, dated July 19, 1991, this 11 day of July, 2006.

 , Trustor and Trustee
Maryon Davies Lewis

MDL6398212418_1.DOC

MARYON DAVIES LEWIS
DURABLE GENERAL POWER OF ATTORNEY
FOR PROPERTY MATTERS
(AND NOMINATION OF CONSERVATOR OF ESTATE)
MAY 19, 2005

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DURABLE GENERAL POWER OF ATTORNEY FOR PROPERTY MATTERS
(AND NOMINATION OF CONSERVATOR OF ESTATE)

1.1 **Appointment of Attorney-in-Fact.** I, MARYON DAVIES LEWIS, of the City and County of San Francisco, State of California, appoint my children, LUCY LEWIS DREYER and RALPH DAVIES LEWIS, as my attorneys-in-fact, and if one of them fails to qualify or ceases to act as my attorney-in-fact, I appoint the other as my sole attorney-in-fact. Each of my children and any successor attorney-in-fact may resign as such by delivering an instrument in writing to me and a copy of such instrument to the successor attorney-in-fact, if any, named above. An individual shall be deemed to have resigned or declined to serve as my attorney-in-fact if he or she dies or is Incompetent. If two or more persons are acting together as my attorneys-in-fact, all must unite in any act to bind me or my property, unless otherwise agreed by all of them in writing. No bond shall be required of any attorney-in-fact, whether acting jointly or alone. The term "my Attorney-in-Fact" refers to any person or persons acting as my attorney-in-fact. I revoke all my prior general powers of attorney for property matters (and nominations of conservator of estate).

1.2 **Date on Which Power Is Effective.** The authority of my Attorney-in-Fact to exercise any and all of the rights and powers herein granted shall commence and be in full force and effect only upon my becoming Incompetent and shall not be affected by my disability or incapacity.

1.3 **Nomination of Conservator of Estate.** If a court finds it necessary to appoint a conservator of my estate, I nominate the persons referred to in Section 1.1, above, in the order named, as such conservator; and I request that no bond be required of any such person, whether acting jointly or alone. I also request the court having jurisdiction of the conservatorship proceeding to grant the additional powers specified in Section 2591 of the California Probate Code if requested by my conservator.

1.4 **General Grant of Power.** I authorize my Attorney-in-Fact to do and perform each and every act and thing whatsoever requisite, necessary, or proper in his or her discretion to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that my Attorney-in-Fact shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted. This instrument is to be construed and interpreted as a durable general power of attorney, in accordance with the laws of the State of California. The enumeration of specific items, acts, rights, or powers herein does not limit or restrict, and is not to be construed or interpreted as limiting or restricting, the general powers herein granted to my Attorney-in-Fact.

1.5 **Power to Make Gifts, Bargain Transfers, Etc.** My Attorney-in-Fact shall make such payments, sales, loans, or other transfers, including the forgiveness of indebtedness, and on such terms and conditions, either outright or in trust (including the creation of powers of appointment), as my Attorney-in-Fact in his or her discretion deems appropriate, to or for the

benefit of one or more of the group consisting of my issue and those organizations that are then described in Sections 170(c), 2055(a), and 2522(a) of the Internal Revenue Code; provided, however, that (1) all such transfers constituting gifts to individuals that would not qualify for the gift tax annual exclusion or the educational or medical exclusion under Sections 2503(b) and 2503(e), respectively, of the Internal Revenue Code, and (2) all charitable contributions in excess of the amount allowable to me as an income tax deduction for the current year under Section 170 of the Internal Revenue Code, may be made only with court approval. My welfare is paramount, and the interests of others in my property are subordinate to my interests. In determining whether such transfers to an individual are appropriate, my Attorney-in-Fact shall take into consideration any other income or resources of the individual, known to my Attorney-in-Fact and reasonably available for the individual's general welfare as well as for his or her proper health, education, support, and maintenance.

1.6 Additions to My Revocable Trust. My Attorney-in-Fact may transfer cash and other property to the Maryon Davies Lewis Trust, dated July 19, 1991, restated in its entirety by me earlier this day by an instrument bearing the same date as this instrument, but may not exercise any powers with respect to that trust except as provided in Article I of the trust instrument.

1.7 Determination of Incompetence An individual shall be deemed to be "Incompetent" if (a) a conservator of the person or estate is acting on behalf of the individual, (b) the court has determined that the individual is incompetent or lacks capacity, or (c) the agent designated in the individual's power of attorney for health care (including the person appointed by the individual as his or her health care agent in an advance health care directive), or (d) one licensed physician who is the individual's attending physician or primary care physician, has declared in writing under penalty of perjury that in his or her opinion the individual is substantially unable to manage his or her financial resources or resist fraud or undue influence.

1.8 Photocopies. My Attorney-in-Fact is authorized to make photocopies of this instrument and any attached documents as often and in such quantity as the agent deems appropriate. Each photocopy shall have the same force and effect as the original.

1.9 Specific Powers. To carry out the purposes of this instrument and subject to any limitations stated elsewhere herein, my Attorney-in-Fact shall have the following powers with respect to my estate in addition to the powers now or hereafter conferred by law:

(a) To exercise, do, or perform any act, right, power, duty, or obligation whatsoever that I now have or may hereafter acquire the legal right, power, or capacity to exercise, do, or perform in connection with, arising out of, or relating to any person, item, thing, transaction, business, property (real or personal, tangible or intangible, wherever situated) or matter whatsoever;

(b) To ask, demand, sue for, recover, collect, receive, and hold and possess all such sums of money, debts, dues, bonds, notes, instruments, checks, drafts, accounts, deposits, legacies, bequests, devises, interests, dividends, stock certificates, certificates of deposit, annuities, pension and retirement benefits, insurance benefits and proceeds, documents of title, choses in action, personal and real property, intangible and tangible

property and property rights, and demands whatsoever, liquidated or unliquidated, as are now, or shall hereafter become, due, owing, or payable to me or owned by me or belong to me or in which I have or may hereafter acquire an interest, and to have, use, and take all lawful ways and means and legal and equitable remedies, procedures, and writs in my name for the collection and recovery thereof, and to compromise, settle, and agree to the same, and to make, execute, and deliver for me and in my name all endorsements, acquittances, releases, receipts, or other sufficient discharges for the same;

(c) To lease, purchase, exchange, and acquire, and to bargain and contract for and agree to the lease, purchase, exchange, and acquisition of, and to take, receive, and possess any real or personal property whatsoever, intangible or tangible, or interest therein, on such terms and conditions, and under such covenants, as my Attorney-in-Fact deems proper;

(d) To improve, repair, maintain, manage, insure, rent, lease, sell, release, convey, subject to liens, mortgage, and hypothecate and in any way or manner deal with, all or any part of any real or personal property, intangible or tangible, or any interest therein, which I now own or may hereafter acquire, and wherever situate, for me and in my name, and under such terms, conditions, and covenants as my Attorney-in-Fact deems proper;

(e) To borrow money and to execute and deliver negotiable or non-negotiable notes therefor with or without security;

(f) To loan money and receive negotiable or non-negotiable notes therefor with such security as my Attorney-in-Fact deems proper;

(g) To engage in and transact any and all lawful business transactions of whatever nature or kind for me and in my name;

(h) To sign, endorse, execute, acknowledge, deliver, receive, and possess such applications, contracts, agreements, options, covenants, deeds, conveyances, trust deeds, security agreements, bills of sale, leases, mortgages, assignments, insurance policies, bills of lading, warehouse receipts, documents of title, bills, bonds, debentures, checks, drafts, bills of exchange, notes, stock certificates, proxies, warrants, commercial paper, receipts, withdrawal receipts and deposit instruments relating to accounts or deposits in, or certificates of deposit of, banks, credit unions, savings and loan or other institutions or associations, proofs of loss, evidences of debts, releases, and satisfaction of mortgages, judgments, liens, security agreements, and other debts and obligations, and such other instruments or documents in writing of whatever kind and nature as may be necessary or proper in the sole discretion of my Attorney-in-Fact in the exercise of the rights and powers herein granted;

(i) To have access to, and to open up and enter, any safe deposit box of which I may be the renter in any bank or financial institution for the purpose of depositing therein or withdrawing therefrom anything whatsoever;

(j) To insure my life or the life of anyone in whom I have an insurable interest and to insure any asset in which I have an interest, to pay all insurance premiums, to select any options under such policies, to increase or decrease coverage under any such policy, to borrow against any such policy, to pursue all insurance claims on my behalf, to adjust insurance losses, to designate and change beneficiaries of insurance policies insuring my life and beneficiaries under any annuity contract in which I have an interest, to purchase or maintain any medical insurance on me or anyone else in whom I have an insurable interest, and to cancel any such policy described herein;

(k) To establish and contribute to IRA accounts and other pension, retirement benefit, death benefit, stock bonus, profit-sharing, savings, thrift, deferred compensation, and similar employee benefit plans on my behalf, to select or change payment options and make any election under any IRA or any such employee benefit plan in which I am a participant, to designate and change beneficiaries of any IRA or any such employee benefit plan, to make "rollovers" of plan benefits into other retirement plans or IRA accounts, to apply for and make any elections required for payment of any and all employee benefits to which I may be entitled, to take possession of such benefits, and to distribute such benefits to me or for my benefit;

(l) To prepare, sign, and file federal, state, or local income, gift, or other tax returns of all kinds, FICA returns, payroll tax returns, claims for refunds, requests for extensions of time, petitions to the United States Tax Court or other courts regarding tax matters, and any and all other tax-related documents, including, without limitation, receipts, offers, waivers, consents (including, but not limited to, consents and agreements under Sections 2032A and 2513 of the Internal Revenue Code), closing agreements, and any power of attorney form required by the Internal Revenue Service, the California Franchise Tax Board, or any other taxing authority with respect to any tax year or other period; to pay taxes due, collect refunds, post bonds, receive confidential information, and contest deficiencies determined by the Internal Revenue Service, the California Franchise Tax Board, or other taxing authorities; to exercise any elections I may have under federal, state, or local tax law; and generally to represent me in all tax matters and proceedings of all kinds and for all periods before all officers of the Internal Revenue Service, the California Franchise Tax Board, and other taxing authorities; and

(m) To employ brokers, banks, custodians, investment counsel, attorneys, accountants, and other agents to assist my Attorney-in-Fact in carrying out the provisions of this instrument; to pay from my funds reasonable compensation for all services performed by such agents, to delegate to such agents such of the duties, rights, and powers of my Attorney-in-Fact for such periods as my Attorney-in-Fact thinks appropriate; and to remove any such agents and appoint other agents in their place.

IN WITNESS WHEREOF, I have executed this instrument this 19 day of May, 2005.

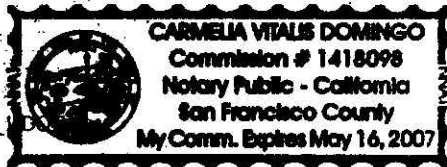

Maryon Davies Lewis

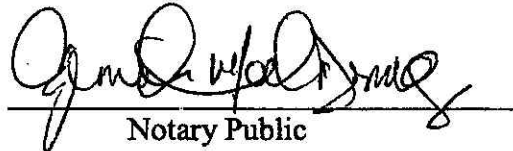
STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN FRANCISCO)

On May 19, 2005, before me, Carmelia Vitalis Domingo a notary public, personally appeared MARYON DAVIES LEWIS, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

MDL6398\158289







Notary Public

ACCEPTANCE OF APPOINTMENT AS ATTORNEY-IN-FACT

We certify that we have read the foregoing Durable General Power of Attorney for Property Matters (and Nomination of Conservator of Estate) executed by MARYON DAVIES LEWIS, and we agree to act as her Attorneys-in-Fact, with the rights, powers, and authority set forth therein if she becomes incompetent.

Dated: May ¹³~~27~~, 2005

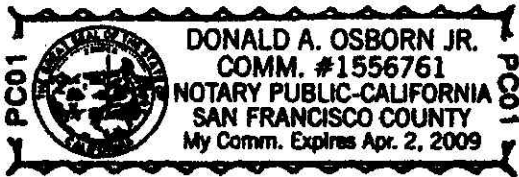

_____, Attorney-in-Fact
Lucy Lewis Dreyer, also known as Lacy L. Lewis

_____, Attorney-in-Fact
Ralph Davies Lewis

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN FRANCISCO)

On October 5, 2006, before me, Donald A. Osborn Jr. a notary public, personally appeared LUCY L. LEWIS, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



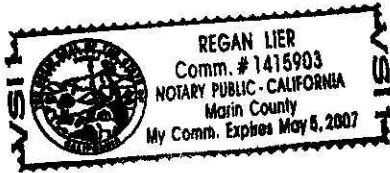

Notary Public

STATE OF CALIFORNIA)
COUNTY OF San Francisco) ss.

On May 27, 2005, before me, Regan Lier a notary public, personally appeared RALPH DAVIES LEWIS, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Regan Lier
Notary Public




DECLARATION OF ATTORNEY-AT-LAW

I, ELLEN I. KAHN, declare under penalty of perjury under the laws of the State of California that the following is true and correct:

1. I am an attorney-at-law licensed to practice in the State of California.
2. I reviewed the foregoing Durable General Power of Attorney for Property Matters (and Nomination of Conservator of Estate) with the principal, MARYON DAVIES LEWIS, before she executed it.
3. The principal communicated to me that she wanted to give the durable powers to the attorney-in-fact designated in this instrument.
4. I supervised the execution of this instrument by the principal.

Executed this 17th day of May, 2005.


_____, Attorney-at-Law
Ellen I. Kahn

MDL6398\158289_1.DOC

EXHIBIT C

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From: Ralph Davies Lewis <rdl380@gmail.com>
Sent: Monday, August 14, 2023 4:40 PM
To: Miriam Manning
Subject: Fader bankruptcy
Attachments: proof of claim.pdf; ATT00001.htm

Fill in this information to identify the case:

Debtor 1 Peter R. Fader

Debtor 2
(Spouse, if filing) _____

United States Bankruptcy Court for the: Northern District of California

Case number 08-30119

Official Form 410

Proof of Claim

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?

Marion D Lewis
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor Ralph D Lewis

2. Has this claim been acquired from someone else?

☒ No
☐ Yes. From whom? _____

3. Where should notices and payments to the creditor be sent?

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?

Ralph D. Lewis
Name
652 Park Ln
Number Street
Santa Barbara CA 93108
City State ZIP Code
Contact phone 805-705-9976
Contact email RDL380C@gmail.com

Where should payments to the creditor be sent? (if different)

Name

Number Street

City State ZIP Code
Contact phone _____
Contact email _____

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

4. Does this claim amend one already filed?

☐ No
☒ Yes. Claim number on court claims registry (if known) _____

Filed on ____ / ____ / ____
MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?

☒ No
☐ Yes. Who made the earlier filing? _____

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☒ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ 50,000. Does this amount include interest or other charges?
☒ No
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.

MONEY LOANED

9. Is all or part of the claim secured? ☒ No
☐ Yes. The claim is secured by a lien on property.
- Nature of property:**
- ☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
- ☐ Motor vehicle
- ☐ Other. Describe: _____
- Basis for perfection:** _____
- Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ _____

Amount of the claim that is secured: \$ _____

Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ _____

Annual Interest Rate (when case was filed) _____%

- ☐ Fixed
☐ Variable

10. Is this claim based on a lease? ☒ No
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? ☒ No
☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☒ No

☐ Yes. Check one:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

☐ Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

☐ Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

Amount entitled to priority

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date

12/9/2019
MM / DD / YYYY


Signature

Print the name of the person who is completing and signing this claim:

Name

First name

Middle name

Last name

Title

Company

Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

Number

Street

City

State

ZIP Code

Contact phone

Email

EXHIBIT D

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From: Ralph Davies Lewis <rdl380@gmail.com>
Sent: Tuesday, September 26, 2023 9:38 AM
To: Miriam Manning
Subject: Re: Fader bankruptcy

9/26/23

My mother passed away...not inclined to follow through...

Ralph Lewis

Ralph Lewis
652 Park Lane
Montecito CA 93108
RDL380@gmail.com
(805)705-9976

On Sep 26, 2023, at 9:24 AM, Miriam Manning <mmanning@pszjlaw.com> wrote:

Mr. Lewis,

Please let me know today if you are still planning on correcting and filing the amended proof of claim to reflect a reduced claim of \$50,000.

Miriam

From: Miriam Manning
Sent: Wednesday, September 6, 2023 11:58 AM
To: 'Ralph Davies Lewis' <rdl380@gmail.com>
Cc: Miriam Manning <mmanning@pszjlaw.com>
Subject: RE: Fader bankruptcy

Mr. Lewis,

Please let me know if you need any help filling out the proof of claim form and when we can expect it to be filed. Thank you,

Miriam

From: Miriam Manning
Sent: Monday, August 14, 2023 5:19 PM
To: 'Ralph Davies Lewis' <rdl380@gmail.com>

Cc: Miriam Manning <mmanning@pszjlaw.com>

Subject: RE: Fader bankruptcy

Mr. Lewis,

Thank you for forwarding the revised claim form but it is still incomplete. These are the three areas that need to be corrected:

1. In response to Question No. 4: Although you have correctly marked the "yes" box, you also need to state "Claim No. 17" (the claim number of Ms. Lewis' original claim) and the date when that claim was originally filed - 12/9/2019 - so that the court knows which claim this amends. The original Claim No. 17 is attached for your reference.
2. In response to Question No. 8: Please attach the document(s) that substantiates the basis of the \$50,000 claim (and redact any account numbers or other personal identifying information).
3. Part 3 (page 3) of the Claim requires you to insert the current date above your signature line, not the date when the original claim was filed.

When you have completed the form, please mail it to the Court at the following address:

U.S. Bankruptcy Court
450 Golden Gate Avenue, 18th Fl.
Mail Box 36099
San Francisco, CA 94102

Please note that the Trustee reserves all rights to assert any objection to the proposed, amended claim.

Best regards,

Miriam Manning

From: Ralph Davies Lewis [<mailto:rdl380@gmail.com>]

Sent: Monday, August 14, 2023 4:40 PM

To: Miriam Manning <mmanning@pszjlaw.com>

Subject: Fader bankruptcy

EXHIBIT E

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8 UNITED STATES BANKRUPTCY COURT
9 NORTHERN DISTRICT OF CALIFORNIA
10 SAN FRANCISCO DIVISION

11 In re:

12 Peter R. Fader
13 *dba* Urchin Capital Partners
14 *dba* Urchin Partners LLC,
Debtor.

Bankruptcy Case No. 08-30119
Chapter 7

15 Peter Fader states:

16 My responses to the following questions by the trustee's counsel are:

17 An account statement from The Whittier Trust Company, dated January 1, 2003 through
18 December 31, 2003, shows that on July 8, 2003 the sum of \$50,000 was transferred to Ms. "Amy
19 Edelen Fader" for the "purchase of 10,000 shares of Coupons, Inc. for Maryon Davies Lewis"
(referred to as the "Transfer").

- 20 1. Why was the Transfer made to Ms. Amy Edelen Fader and not you, for the purchase of
21 Coupons, Inc. stock?

22 The transfer came from Amy as it was more convenient. She had stock readily available for
23 sale and transfer to the buyer, Ms Lewis.

- 24 2. Did Ms. Amy Edelen Fader transfer the \$50,000 to you?

25 Amy and I had joint checking accounts.
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1 3. Was the \$50,000 used to purchase 10,000 shares of Coupons, Inc. for Ms. Lewis? If not,
2 please explain the reasons why the shares were not purchased.

3 The \$50,000 was for the purchase of Coupons stock.

4 4. Did you, or anyone else on your behalf, provide Ms. Lewis with a stock certificate for the
5 10,000 shares of Coupons, Inc.? If she was not provided with a stock certificate, please explain
6 the reasons why.

7 The transfer was supposed to be done by Steven Boal. He continually put off transferring
8 the stock to Amy to complete the transaction.

9 I declare under penalty of perjury under the laws of the United States that the foregoing is true
10 and correct.

11 Executed this 6th day of October, 2023.

12 _____
13 Peter Fader
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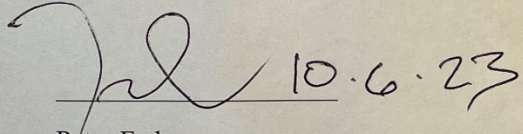
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12  10.6.23
13 Peter Fader
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FADER DECL.